



Mission Support Alliance Provision

SPECIAL PROVISIONS - CONSTRUCTION SUBCONTRACTS

Rev. 0, December 9, 2014

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1.0 DEFINITIONS

- A. Whenever used in this document, the following definitions shall be applicable unless the content indicates otherwise:



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1. "ES&H" shall mean environment, safety and health, including pollution prevention, waste minimization, occupational radiation protection, industrial hygiene, fire protection, and nuclear safety.
2. "Employee" shall mean both Subcontractor and its lower-tier subcontractor employees.
3. "Work" shall mean supplies, services, designs and vendor data provided by the Subcontractor and its lower-tier subcontractors and all work performed pursuant to this Subcontract.
4. "Radiological Work" shall mean any work performed on-site that requires the handling of radioactive material or which requires access to Radiation Areas, High Radiation Areas, Very High Radiation Areas, Contamination Areas, High Contamination Areas or Airborne Radioactivity Areas. No work is to begin on site until all requirements identified as required prior to the start of work or prior to mobilization are met (e.g., as specified by the several sections of these Special Provisions or in the Statement of Work), unless specifically authorized in writing by the Contract Specialist or Buyer's Technical Representative (BTR).
5. "Site" or "On-Site" shall mean the following: all Government owned facilities and/or Buyer operated facilities paid with Government funds (regardless of whether DOE badges are required or not), located in Richland, Washington, Hanford, Washington, and within Benton County, Washington.

2.0 GENERAL

- A. These Special Provisions are applicable in their entirety unless specifically deleted or amended in the Subcontract and are in addition to the General Provisions and other Special Provisions that apply to this Subcontract. In the event of a conflict between these Special Provisions and the General Provisions, these Special Provisions shall take precedence.
- B. These Special Provisions apply to all companies and personnel assigned to work on the Hanford site in performance of this Mission Support Alliance (MSA) Subcontract. All of these provisions including requirements identified in the SOW must be flowed down appropriately to all lower-tier subcontractors and assigned personnel.
- C. Buyer reserves the right to refuse or withdraw access to the Buyer's facilities or Hanford site by any person(s) at any time for violation of these provisions, inappropriate conduct, unsafe acts, misuse of business sensitive information or misappropriation of Department of Energy (DOE) owned facilities, equipment or resources.
- D. Ensure that all activities appropriately protect the human health and safety, environment, cultural resources, treaty rights, reserved treaty and other legal



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rights of the federally recognized American Indian Tribes at the Hanford Site. If you have any questions in this regard, contact the cognizant BTR.

3.0 PAYMENTS

3.1 BONDS

If requested by the Buyer, Subcontractor shall obtain payment and performance bonds, each in an amount equal to 100% of the Subcontract price. The bonds shall be written on forms satisfactory to Buyer. Subcontractor's sureties shall be only those approved by the Department of Treasury, as indicated in Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies." Subcontractor is responsible for paying their own bonds.

3.2 LIENS

- A. To the full extent permitted by applicable law, Subcontractor hereby waives and releases any and all rights of material men or mechanics' liens and similar rights for payment for services, labor, equipment, or materials furnished by Subcontractor in performance of the work and granted by law to persons supplying materials, equipment, services and other things of value to approve or modify land or structures hereon, which Subcontractor may have against the Government's premises, property belonging to Buyer or the Government, or to either of them, or funds payable by the Government to Buyer.
- B. Subcontractor shall at all times promptly pay for all services, materials, equipment and labor used or furnished by Subcontractor in the performance of the work under this Subcontract and shall, to the fullest extent allowed by law, at its expense keep the Government's premises and all property belonging to Buyer and the Government, or to either of them, free and clear of any and all of the above mentioned liens and rights of lien arising out of services, labor, equipment or materials furnished by Subcontractor or its employees, materialmen or Subcontractors in the performance of the work. If Subcontractor fails to release and discharge any lien or threatened lien against the Government's premises or the property of Buyer and the Government, or of either of them, arising out of performance of the work within five (5) working days after receipt of written notice from Buyer to remove such claim of lien or otherwise deal with the lien claimant, and Subcontractor shall pay Buyer any and all costs and expenses of Buyer in so doing, including reasonable attorney's fees incurred by Buyer

3.3 TAXES

- A. The Subcontract price includes all taxes, duties and fees. The Subcontractor shall not be reimbursed for personal property taxes on construction



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equipment and other property owned by the Subcontractor, nor on taxes on net income of the Subcontractor.

- B. The Subcontractor shall pay when due, and the Subcontract price shall include, all taxes, duties, fees and other assessments of whatever nature imposed by government

4.0 GENERAL LIMITATIONS, REQUIREMENTS, AND WORKING CONDITIONS

- A. Orientation. Prior to entry by the Subcontractor onto the Worksite, the Subcontractor's supervisory employees shall attend a general orientation (to be conducted by the Buyer) to acquaint themselves with the working conditions and requirements to be imposed at the Worksite. It shall be the responsibility of the Subcontractor to orient all its other employees, its lower-tier Subcontractors and their employees, as to such working conditions and requirements.
- B. Overhead Restrictions. Under no conditions shall the Subcontractor operate or move cranes, hoists or similar equipment within twenty (20) feet of overhead electrical conductors, guy wires, or substations, unless prior authorization for such operations is obtained from the Buyer, giving full details of the method of equipment operations. Authorization from the Buyer shall also be obtained when transporting materials, machinery, or other equipment which establishes a height exceeding fourteen (14) feet from the road and/or ground surface.
- C. Oversize/overweight. Shippers shall require vehicle operators to obtain a permit when the vehicle or non-reducible load exceeds the following dimensions and or weight:

Legal Dimensions

Width: 8 feet, 6 inches

Height: 14 feet

Length: with or without load

Single unit: 40 feet

Single trailers: 53 feet

Combination:

Truck and trailer: 75 feet

Two trailers: 61 feet

Legal Weights

Single axle: 20,000 pounds



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Tandem axles: 34,000 pounds

Steering axles: tire size x 600 pounds per inch of width

1. Permits for overweight loads may be obtained for a higher gross weight if the load concentration upon the road surface does not exceed 600 pounds per inch width of tire, 22,000 pounds on a single axle or 43,000 pounds on tandem axles.
2. Movement of any oversize or overweight load within the Hanford Site boundaries shall be in accordance with the Washington Administrative Code (WAC) and Revised Code of Washington (RCW).
3. Oversize/overweight Load Permits shall be obtained by calling 376-6654 or 376-7902 before transporting oversize or overweight loads on Hanford Site roads.
4. If oversize or overweight loads are transported off the Hanford Site over state or county roads, an oversize load permit must be obtained from the Washington State Department of Transportation (fees apply).
5. Weather permitting, Hanford Site over dimensional load movement is restricted Monday through Friday to the hours of 8:30 a.m. through 3:00 p.m., with other days and times as stated in the permit.
6. Signs. Oversize load signs (at least 7 feet long and 18 inches high with black lettering at least 10 inches high in 1.41 inch brush stroke on yellow background) will be mounted on the front of the towing vehicle and on the rear of the load or trailing unit. Such signs are to be displayed only when the unit is in transit and must be removed or retracted at all other times. Signs are not required on loads that are overweight only.
7. Flags. All flags shall be clean, bright red flags at least 12 inches square. They shall be displayed so as to wave freely on all four corners of over width objects and at the extreme ends of all protrusions, projections, or overhangs.
8. Escort car requirements:
9. When vehicle, vehicles or load is over 11 feet in width, escort cars (both front and rear) are required on a two-lane highway.
10. When vehicle, vehicles or load is over 14 feet wide, one escort car in the rear is required on multiple-lane highway.
11. When vehicle, vehicles or load is over 20 feet wide, escort cars in both front and rear are required when the highway is a multiple-lane, undivided highway.



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12. When overall length of load, including vehicles, exceeds 100 feet or when rear overhang of load measured from the last axle exceeds one-third of the total length, one escort car is required on two-lane highways. The permit may authorize a riding flag person in lieu of an escort car.
 13. If required by Site Transportation, escort cars shall be used when they are necessary to protect the traveling public.
 14. Communication. Both towing unit and escort vehicles shall have two-way radio capabilities, adequate to provide communications between drivers at all times during which the oversize unit is in motion.
 15. Prior to travel, for vehicles more than 14 feet high, a route with safe overhead clearances must be selected and reviewed with the driver. Routing and schedules shall be coordinated with Utility Operations (373-2077 or 373-2352) and Tri-City Railroad Operations (371-8313).
 16. Road closures require advising Hanford Patrol 373-3800, Fire Department 373-2745, and the Benton County Sheriff's office (376-1022 or email : Benton_County_Sheriffs_Office@rl.gov)
 17. Rubber-tired heavy equipment with road capability traveling on highways must be equipped with "SLOW MOVING VEHICLE" signs on the rear. Buckets, fork heels, etc., shall be kept as low as possible; if they extend more than 3 feet ahead of the vehicle, they shall be flagged for daylight use and marked with yellow lights in darkness. Tracked units, i.e., bulldozers, are not to be operated on paved roads except for approved crossings.
 18. Special permits do not authorize the operation of any vehicle without having the load securely fastened and protected against shifting or falling in accordance with the Code of Federal Regulation, Title 49, part 393.100, RCW 46.61.655, WAC 468-38-200.
- D. Explosives. The use of explosives requires express written authorization from the Buyer.
- E. Heavy Equipment. Heavy equipment will not be allowed to cross existing paved roadways unless such roadway is protected by rubber tires or other adequate protection such as heavy planking. Movement of heavy equipment equipped with crawler-type treads on existing paved surfaces is forbidden and such equipment must be transported to the Worksite on rubber-tired trailers. Upon completion of the Work, the equipment shall be promptly removed from the Worksite.
- F. Work Area Housekeeping. The Subcontractor shall at all times keep the Work area, including storage areas used by it, in an orderly condition free from accumulations of waste materials or rubbish. All materials shall be kept in neat piles and protected from the elements until installed. Prior to or upon completion of the Work, the Subcontractor shall remove from the Worksite all rubbish, and all



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tools, scaffolding, equipment and materials not the property of the Government or the Buyer. Upon completion of the Work, the Subcontractor shall leave the construction area in a clean, neat condition, satisfactory to the Buyer.

- G. **Work Area Limitations.** The Subcontractor shall restrict its personnel and operations to the limits of the Work area. Any changes and or modifications to existing installations located at the outer limits of the Work area shall be permitted only after specific approval is received from the Buyer.
- H. **System Outages.** Work which requires any existing building utility system (excluding fire protection) to be taken out of service shall be scheduled and performed so that the length of time the utility is out of service is held to a minimum. All material for alteration and tie-in work shall be on hand when each utility service interruption is scheduled. The Subcontractor shall notify the Buyer not less than fourteen (14) calendar working days prior to each required utility shutdown. All tie-in work shall be scheduled and performed so that the shutdown time will not exceed four (4) hours for water and two (2) hours for electrical or fire alarm. Methods of performing the tie-in work shall be approved by the Buyer prior to any utility system outage. Prior approval must be obtained for connection to and use of existing fire hydrants.
- I. **Removal and Disposal of Existing Equipment and/or Materials.** All miscellaneous items removed by the Subcontractor and not specified to be reused shall remain the property of the Government, and shall be placed at a location adjacent to the Worksite as directed in the field by the Buyer.
- J. **Special Excavation Requirements**
 - 1. “As part of the excavation work planning and execution process, the Subcontractor together with the BTR shall perform a job hazard analysis and submit to the Buyer for approval. An excavation permit is required for any mechanical digging or hand digging to a depth greater than 12 inches (304.8 mm). The Buyer (BTR) will provide an approved permit to the Subcontractor prior to the Subcontractor initiating the excavation. Where required, the Subcontractor shall provide cribbing or shoring for excavation to prevent undermining or movement of any load bearing concrete slabs or footings and shall comply with 29 CFR 1926, Subpart P, *Excavations* (OSHA), and WISHA regulations.
 - 2. For any excavation, including those less than 12 inches deep, the Subcontractor shall notify the Buyer (BTR) prior to the Subcontractor performing excavation to allow time for Buyer to perform sub-surface scanning and/or evaluate soil contamination (radiological or hazardous materials), if required.”



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3. In the event any underground pipe line, conduit or other object not shown on the drawings or otherwise indicated in the Specifications is encountered, the Subcontractor shall immediately stop work and notify the Buyer.
 4. Except as otherwise specified, protection (and restoration) of existing facilities shall be as specified in Section 7.0. All underground piping, conduits, ducts, and other utilities shall be safely shored, braced and/or guyed as specified in the above referenced section.
- K. Fire Protection Outages. Work which requires a fire alarm system, fire sprinkler system or fire hydrant to be taken out of service shall be scheduled so that the length of reduced system performance is minimized. If the outage is due to alteration or tie-in, all materials required to complete the work shall be on hand before the start of the alteration or tie-in. The Subcontractor shall notify the Buyer at least five (5) working days before starting work which will require a system outage. Notification shall identify portions of the system which will be affected. The Buyer will coordinate the outage with the Subcontractor and others, and arrange for fire department standby if required. If a fire alarm system is to be out of service for more than four (4) consecutive hours, a Buyer approved fire watch shall be provided by the Subcontractor, for those areas of a building affected by the outage. If a fire sprinkler system is to be out of service for more than four (4) consecutive hours, a building shall either be evacuated or a Buyer approved fire watch shall be provided by the Subcontractor. The building evacuation or fire watch shall be maintained until the fire alarm or sprinkler system is returned to service.
- L. Rail Shipments
1. Rail shipments to the Hanford Site must be authorized advance. Contact MSA Traffic at least three days prior to a rail car coming onto the Hanford Site (376-7164) to arrange for security inspections and clearances.
 2. Right of Way. Any construction activity within 25 feet of the centerline of railroad tracks extending to 100 feet in some areas must be coordinated with the Buyer's Railroad Operations. (Tri-City Railroad)

5.0 WORK AND OPERATIONS AT THE WORKSITE REQUIRING SPECIFIC APPROVAL

- A. Working Hours. The Subcontractor shall not perform work at the Worksite on other than regular day shift, as set out in the Specifications, unless it has given prior written notification to the Buyer and has received approval in advance.
- B. The Subcontractor shall give the Buyer at least two (2) hours prior notice if its employees are to be working after the normal shift period Monday through Friday. The Subcontractor shall give the Buyer notice on the prior working day if its employees will be working before normal shift hours, Monday through Friday, or will be working at any time on Saturday, Sunday, or holidays. The notice shall



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include the type of work to be performed, location of work, date and hours of work, and description of any heavy equipment to be used. The Buyer advance approval is required any time work is to be performed at other than normal shift periods.

- C. Moving of equipment. The Subcontractor shall notify the Buyer at least two (2) working days prior to the date it proposes to move any heavy equipment into or from the Worksite and shall not move any such equipment in or from the Worksite until receipt of written approval from the Buyer.
- D. Electrical System Tie-Ins and Equipment Testing. When a tie-in is required to the existing plant electrical systems of four hundred eighty (480) volts or higher, the Subcontractor shall contact the Buyer at least fourteen (14) working days prior to the desired tie-in date and shall not tie-in until receipt of the Buyer's approval.

After acceptance but prior to final energization, the Buyer will perform certain necessary testing, not included in this Subcontract, of new service equipment and facilities. These tests will include high voltage D.C., tests of power cable, Dobie test of transformers and switchgear insulation, oil sampling, transformer turn ratio, etc.

6.0 RECEIPT OF SUBCONTRACTOR'S SUPPLIES AND/OR EQUIPMENT AT SITE

The Subcontractor shall not schedule supplies and/or equipment for delivery to the Hanford Site until such time as the Subcontractor is mobilized to receive or accept their property at the Worksite. The Subcontractor shall not be permitted to use the Buyer's mailing address and in no case shall material or equipment be addressed in care of the Buyer. It is recognized that special conditions may exist that would warrant assistance in the delivery of equipment or materials by the Buyer. However, the Subcontractor must have explicit prior written permission and authorization from the Buyer. Any deviation from this requirement will result in backcharge to the Subcontractor for any costs incurred by the Buyer.

7.0 PROTECTION OF PRODUCTS AND WORK

The Subcontractor shall protect and preserve all products of every description (including products which may be Buyer furnished or Government owned) and all work performed. Until the Work is accepted as completed, Subcontractor shall have the risk of loss for damage to, loss or destruction of the Work, and for such products. If, as determined by the Buyer, products and work performed are not adequately protected by the Subcontractor they may be protected by the Buyer and the cost incurred by the Buyer charged to or deducted from any payments due the Subcontractor.

8.0 HANFORD SITE STABILIZATION AGREEMENT

- A. The Site Stabilization Agreement for all construction work for the U.S. Department of Energy (DOE) at the Hanford Site consists of a Basic Agreement dated September 10, 1984, plus an Appendix A. (The Site Stabilization Agreement is available in the DOE Public Reading Room. The Site Stabilization Agreement will



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be made a part of this Subcontract by reference upon award. The Subcontractor shall be required to comply with the most current Site Stabilization Agreement, and as modified throughout performance of the Subcontract.)

- B. This Clause applies to employees performing work under U.S. Department of Energy Richland Operations Offices (RL) Contract or Subcontracts in accordance with Section I Clause 52.222-6 Davis-Bacon Act (JUL 2005) in the classifications set forth in the Site Stabilization Agreement for work performed at the Hanford Site.
- C. Subcontractors and its Subcontractors at all tiers who are parties to an agreement(s) for construction work with a Local Union having jurisdiction over RL construction work performed at the Hanford Site, or who are parties to a national labor agreement for such construction work, shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including its Appendix A. Subcontractors at all tiers who have Subcontracts with a signatory Contractor or Subcontractor shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including its Appendix A.
- D. Subcontractors and its Subcontractors at all tiers who are not signatory to the Site Stabilization Agreement and who are not required under paragraph 9.0 C. above to become signatory to the Site Stabilization Agreement shall pay not less and no more than the wages, fringe benefits, and other employee compensation set forth in Appendix A and shall adhere, except as otherwise directed by the Buyer, to the following provisions of the Site Stabilization Agreement:
 - 1. Article VII: Employment (Section 2 only)
 - 2. Article XII: Non-Signatory Subcontractor Requirements
 - 3. Article XIII: Hours of Work, Shifts, and Overtime
 - 4. Article XIV: Holidays
 - 5. Article XV: Wage Scales and Fringe Benefits, (Sections 1 & 2 only)
 - 6. Article XVII: Payment of Wages-Checking In & Out, (Section 3 only)
 - 7. Article XX: General Working Conditions
 - 8. Article XXI: Safety and Health
- E. The Subcontractor agrees to make no contributions in connection with this Subcontract to Industry Promotion Funds, or similar funds, except with the prior approval of the Buyer.
- F. The obligation of the Subcontractor and its Subcontractors to pay fringe benefits shall be discharged by making payments required by this Subcontract in



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accordance with the provisions of the amendments to the Davis-Bacon Act contained in the Act of July 2, 1964, (Public Law 88-349-78 Stat. 238-239) and the U.S. Department of Labor regulations in implementation thereof (29 CFR Parts 1, 3, 5).

- G. The Buyer may direct the Subcontractor to pay amounts for wages, fringe benefits, and other employee compensation if the Site Stabilization Agreement, including its Appendix A, is modified by the involved parties.
- H. In the event of failure to comply with paragraphs 9.0 C. through 9.0 F. above, or failure to perform any of the obligations imposed upon the Subcontractor and its Subcontractors, the Buyer may withhold any payments due to the Subcontractor and may terminate the Subcontract for default.

The rights and remedies of the Government provided in this paragraph (1) above shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this Subcontract.

- I. The requirements of this paragraph are in addition to, and shall not relieve the Subcontractor of any obligation imposed by other Clauses of this Subcontract, including those entitled, FAR 52.222-4, Contract Work Hours and Safety Standards Act-Overtime Compensation (JUL 2005), FAR 52.222-6, Davis-Bacon Act (JUL 2005), FAR 52.222-7, Withholding of Funds (FEB 1988), FAR 52.222-8, Payrolls and Basic Records (FEB 1988), FAR 222-10, Compliance with Copeland Act Requirements (FEB 1988), and FAR 52.222-12, Contract Termination—Debarment (FEB 1988).
- J. The Subcontractor agrees to maintain its bid or proposal records showing rates and amounts used for computing wages and other compensation, and its payroll and personnel records during the course of work subject to this paragraph, and to preserve such records for a period of 3 years thereafter for all employees performing such work. Such records will contain the name, address, social security number of each such employee, correct classification, rate of pay, daily and weekly number of hours worked, and dates and hours of the day within which work was performed, deductions made, and amounts for wages and other compensation covered by paragraphs 9.0 C. through 9.0 G.. The Subcontractor agrees to make these records available for inspection by the Buyer and will permit employee interviews during working hours on the job.
- K. The Subcontractor agrees to insert this Clause, including this paragraph, in all Subcontracts for the performance of work subject to the Davis-Bacon Act.

9.0 CLAUSES INCORPORATED BY REFERENCE

- A. The following Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses are hereby incorporated by reference to this Subcontract. The obligations of the Buyer to the Government as provided in said clauses shall be deemed to be the obligations of the Subcontractor to Buyer.



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NOTE: If there is a conflict between the referenced clauses and the terms and conditions found elsewhere in this Subcontract, the below referenced clauses shall take precedence.

- B. Wherever necessary to make the context of the clauses set forth below applicable to this Subcontract, the term "disputes" shall mean "claims"; "Contractor" shall mean "Subcontractor"; "Government," and "Contracting Officer," and equivalent phrases shall mean "Buyer," except the terms "Government," and "Contracting Officer" do not change: (1) in the phrases "Government Property," "Government-Owned Equipment," (2) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Prime Contract Contracting Officer or duly authorized representative, (3) when access to proprietary financial information or other proprietary data is required, (4) when title to property is to be transferred directly to the Government, and (5) as otherwise noted below.
- C. The text of the FAR/DEAR clauses may be obtained from the Buyer upon request or by linking to the regulations via the Buyer's INTERNET homepage at www.hanford.gov/pmm.
- D. Referenced Clauses

| <u>FAR/DEAR REFERENCE</u> | <u>CLAUSE TITLE</u> | <u>NOTE</u> |
|--|---|--------------------|
| The below clauses apply to all subcontracts regardless of the dollar threshold. | | |
| FAR 52.222-4 | Contract Work Hours and Safety Standards Act – Overtime Compensation (JUL 2005) | None |
| FAR 52.236-5 | Material and Workmanship (APR 1984) | None |
| The below clauses apply to all subcontracts exceeding \$2,000.00 | | |
| FAR 52.222-6 | Davis-Bacon Act (JUL 2005) | None |
| FAR 52.222-7 | Withholding of Funds (FEB 1998) | None |
| FAR 52.222-8 | Payrolls and Basic Records (JUN 2010) | None |
| FAR 52.222-9 | Apprentices and Trainees (JUL 2005) | None |
| FAR 52.222-10 | Compliance with Copeland Act Requirements (FEB 1988) | None |
| FAR 52.222-11 | Subcontracts - Labor Standards (JUL 2005) | None |
| FAR 52.222-12 | Contract Termination – Debarment (FEB 1988) | None |
| FAR 52.222-13 | Compliance with Davis-Bacon and Regulated Act | None |



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| | Regulations (FEB 1988) | |
| FAR 52.222-14 | Disputes Concerning Labor Standards (FEB 1988) | None |
| FAR 52.222-15 | Certification of Eligibility (FEB 1988) | None |
| The below clauses apply to all subcontracts exceeding \$10,000.00 | | |
| FAR 52.222-27 | Affirmative Action Compliance Requirements for Construction (FEB 1999) | |
| The below clauses apply to all subcontracts exceeding \$150,000.00 | | |
| FAR 52.236-2 | Differing Site Conditions (APR 1984) | None |
| FAR 52.236-3 | Site Investigations and Conditions Affecting the Work (APR 1984) | None |
| The below clauses apply to all subcontracts exceeding \$7,864,000 | | |
| FAR 52.225-11 | Buy American Act – Construction Materials Under Trade Agreements (SEP 2010) | None |